



COUNTY OF LOS ANGELES

**Public Health**

**JONATHAN E. FIELDING, M.D., M.P.H.**  
Director and Health Officer

**JOHN SCHUNHOFF, Ph.D.**  
Acting Chief Deputy

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**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

September 12, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF SUBCONTRACT AGREEMENT NO. 1011420  
WITH THE PUBLIC HEALTH INSTITUTE  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Public Health, or his authorized designee, to accept and sign the attached Subcontract No. 1011420 (Exhibit I) from the Public Health Institute (PHI) which will allow the Department of Public Health's Nutrition Program to assist the PHI in its participation in the California Department of Health Services (CDHS) California Project Leaders Encouraging Activity and Nutrition (i.e., Project LEAN) program, focusing on youth empowerment, policy and environmental change strategies, and community-based solutions, through a youth advocacy campaign, effective July 1, 2006 through June 30, 2007, at a total cost of \$20,000, 100% offset by pass-through State funds provided by the PHI.
2. Delegate authority to the Director of Public Health, or his designee, to accept future funding (subcontracts and/or amendments to) for FYs 2007-08, 2008-09, 2009-2010, and 2010-2011 from PHI not to exceed an annual amount of \$40,000 for the Project LEAN program, upon review and approval by County Counsel and notification of the Board offices.
3. Delegate authority to the Director of Public Health, or his designee, to accept rollover funds from PHI for FYs 2006-07 through 2010-11 and/or any Amendments to increase or decrease the awards not to exceed 25% of each annual base award, upon review and approval of County Counsel, and notification of the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is allowing the Department of Public Health (DPH or Department) to accept funding that will enable the Department to expand Project LEAN activities (i.e., the promotion of physical activity and healthy eating to reduce the burden of chronic disease associated with obesity and diabetes, in children and young adults, in partnership with local community groups and/or community collaboratives (which includes the Los Angeles Unified School District) to include high school youth advocates who will promote programs directed specifically to high school students.

Implementation of Strategic Plan Goals

Project LEAN activities seek to carry out the Board's goal to improve the well-being of children and their families, by incorporating the steps addressing obesity and physical inactivity as described under the Board's August 27, 2002 document "Paving the Way for Physically Fit and Healthy Children, Findings and Recommendations".

FISCAL IMPACT/FINANCING:

Total program costs for the subcontract agreement are \$20,000, for the period of July 1, 2006 through June 30, 2007, 100% offset by pass-through State funds received from the PHI. Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS LEGAL REQUIREMENTS:

The PHI is passing through funds to support the Department's Project LEAN program which is funded under a prime grant from Vitamin Cases Consumer Settlement Fund and from the University of California, San Francisco Institute of Health and Aging/Physical Activity and Health Initiative to PHI.

The grant distributes consumer settlement funds awarded to the State as a result of a vitamin price-fixing class action suit against vitamin manufacturers.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise acceptance of subcontract agreements on the L.A. County Online Web Site, as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):


Approval of the recommended actions will provide additional funds and administrative support to DPH programs currently directed toward the promotion of physical activity and healthy eating.

The Honorable Board of Supervisors  
September 12, 2006  
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When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



 Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

JEF:po  
Project Lean.po

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

DHS nutrition program(s) for high school age youth to become student advocates, promoting California Project Leaders Encouraging Activity and Nutrition (i.e. Project LEAN) activities (i.e., the promotion of physical activity and healthy eating to reduce the burden of chronic disease associated with obesity and diabetes, in children and young adults, in partnership with local community groups and/or community collaboratives (which includes the Los Angeles Unified School District) at the high school level.

2. AGENCY INFORMATION:

The Public Health Institute  
1700 Tribute Road, Suite 100  
Sacramento, California 95815-4402  
Attention: Ms. Laura Gazarian, Senior Contracts and Grants Specialist  
Telephone: (916) 779-0133  
E-mail address: [lgazarian@phi.org](mailto:lgazarian@phi.org)

3. TERM OF AGREEMENT:

July 1, 2006 through June 30, 2007.

4. FINANCIAL INFORMATION:

Total program costs for the subcontract agreement are \$20,000 for the period July 1, 2006 through June 30, 2007, 100% offset by pass-through State funds received from the PHI. Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

All Districts.

6. DESIGNATED FOR PROGRAM MONITORING:

Jean Tremaine, Director, Nutrition Program.

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Acting Chief Deputy
Contracts and Grants Division:	Gary Izumi, Acting Chief
County Counsel (approval as to form):	Robert Ragland, Deputy County Counsel

**SUBCONTRACT BETWEEN  
Public Health Institute  
AND  
County of Los Angeles Dept. of Health Services**

This subcontract is entered into on the subscribed date by the Public Health Institute, 555 12th Street, 10th Floor, Oakland, CA 94607-4046, 510-285-5500, Fax: 510-285-5501, hereinafter referred to as PHI, and the following Subcontractor: County of Los Angeles Dept. of Health Services, 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90020, Phone: (213) 351-7889, Fax: (213) 351-2793, hereinafter referred to as SUBCONTRACTOR.

1. RECITALS: This agreement is a subcontract under a grant awarded by the Vitamin Cases Consumer Settlement Fund (Judicial Council Coordination Proceeding No. 4076 Master File No. 301803 (San Francisco County) Distribution Approve November 24, 2004), and funds from the University of California, San Francisco Institute of Health and Aging/ Physical Activity and Health Initiative.
2. TERM OF AGREEMENT: The term of this subcontract shall be from July 1, 2006 to June 30, 2007.
3. SCOPE OF WORK: SUBCONTRACTOR shall provide services as set forth in Exhibit A (Scope of Work), a copy of which is attached and made a part hereof by reference
4. PAYMENT FOR SUBCONTRACTOR'S SERVICES:
  - A. PHI shall reimburse SUBCONTRACTOR not more frequently than monthly, in arrears, upon receipt of SUBCONTRACTOR's invoice(s) and approval by PHI representative Peggy Agron, for allowable costs incurred in accordance with Exhibit B (Budget), a copy of which is attached and made a part hereof by reference. Travel expenses will be paid in accordance with PHI's current travel expense reimbursement policies. The maximum amount payable shall not exceed \$20,000.
  - B. Amounts paid to SUBCONTRACTOR that are determined by audit or otherwise to be unallowable shall be deducted from subsequent payments due SUBCONTRACTOR, or SUBCONTRACTOR shall refund such amounts to PHI on demand.
  - C. SUBCONTRACTOR shall submit its final invoice for each funding stream no later than 30 days after the date of expiration of the term or termination of the budget period as designated in Exhibit B. PHI may approve an extension of this deadline if requested by SUBCONTRACTOR.

- D. Invoices shall be submitted on a form acceptable to PHI with supporting documentation as PHI may require, including name and address of SUBCONTRACTOR, project or subcontract number (if any), time period covered by the invoice, current period expenditures, cumulative expenditures to date, remaining balance due for each line item in Exhibit B and the original signature of SUBCONTRACTOR's authorized representative. **Invoices must be made out to the Public Health Institute.**
- E. SUBCONTRACTOR may modify Exhibit B (Budget) with the prior written approval of PHI, but no such modification shall increase the maximum amount payable for the contract or for an individual budget.
5. **TERMINATION:** This subcontract may be terminated as follows: (i) Either party may terminate without cause upon 15 days written notice to the other party; (ii) PHI may terminate, effective on the date SUBCONTRACTOR receives written notice, if the prime grant or contract terminates in whole or in relevant part or if SUBCONTRACTOR materially fails to comply with the terms and conditions of this subcontract. When it either sends or receives notice of termination, SUBCONTRACTOR shall cancel as many outstanding obligations as possible, and on the date of termination work shall stop and SUBCONTRACTOR shall not incur any new obligations. In the event of termination without cause, upon receipt of all completed or partially-completed deliverables, PHI shall pay SUBCONTRACTOR for costs incurred through the termination date (including the allowable cost of uncancelable obligations) if this is a cost-reimbursement type subcontract, and for services rendered through the termination date if this is a fixed price type subcontract. SUBCONTRACTOR shall incorporate the requirements of this clause in all lower tier subcontracts.
6. ***COPYRIGHT:** Any copyrightable works made by SUBCONTRACTOR under this subcontract shall be deemed "works for hire" and are hereby assigned to PHI as its sole and exclusive property. If requested by PHI, SUBCONTRACTOR shall assist PHI, during and after the expiration or termination of this subcontract, in obtaining and enforcing copyright and other protections for these works.*
- 6.A7. **PERFORMANCE REPORTING:** SUBCONTRACTOR shall submit a final performance report, annual progress reports if the term of this subcontract exceeds one year, and quarterly progress reports if requested to do so by PHI. The final report shall be due 30 days after expiration or termination of the subcontract. A mid-term report shall be due January 31, 2007. Reports shall include a narrative description of work performed during the period and such other information as the SUBCONTRACTOR deems relevant or as is requested by PHI. SUBCONTRACTOR shall incorporate the requirements of this clause in all lower tier subcontracts.



7. PUBLIC REPORTING: The SUBCONTRACTOR shall comply with the following requirements:
  - A. SUBCONTRACTOR must submit any news release related to this contract to PHI for review prior to its release.
  - B. SUBCONTRACTOR shall ensure that the Vitamin Cases Consumer Settlement Fund (Judicial Council Coordination Proceeding No. 4076 Master File No. 301803 (San Francisco County) Distribution Approve November 24, 2004), and the University of California, San Francisco Institute of Health and Aging/Physical Activity and Health Initiative are clearly identified as a sponsor(s) or support organization(s) on all published material relating to this contract. Acknowledgment should be made in accordance with the funds used to create the material.
  - C. Materials produced with grant funds from the Vitamin Cases Consumer Settlement Fund and annual reports, announcements, news releases, etc. describing the project will acknowledge that "The project was made possible by a grant from the Vitamin Cases Consumer Settlement Fund. Created as a result of an antitrust class action, one of the purposes of the Fund is to improve the health and nutrition of California consumers."
8. AUDIT AND INSPECTION: SUBCONTRACTOR shall preserve and retain all of its financial records and supporting documentation and all other records, documents, papers and other materials pertinent to this subcontract for four years from the date of final payment, except that records relating to any audit, appeal, claim or litigation arising out of this subcontract shall be retained until such matters are finally resolved or the retention period ends, whichever is later. SUBCONTRACTOR shall make the foregoing financial and other records and materials available to PHI and the funding agency, if any, at any reasonable time for audit, examination, excerpt and transcription. SUBCONTRACTOR shall incorporate the requirements of this clause in all lower tier subcontracts.
9. INDEMNIFICATION: Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and SUBCONTRACTOR agrees to indemnify, defend and hold harmless the funding agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this subcontract, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section shall survive the expiration or termination of this subcontract until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.

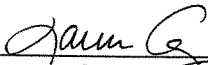
10. REPRESENTATIONS AND WARRANTIES: SUBCONTRACTOR represents and warrants that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
11. DISPUTES AND ARBITRATION: Any controversy or claim arising out of or relating to this subcontract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
12. TIMELY PERFORMANCE: Time is of the essence in the performance of this subcontract.
13. INDEPENDENT CONTRACTOR: SUBCONTRACTOR is an independent contractor and for no purpose shall any of its officers, directors, members, employees, volunteers, subcontractors or agents be considered an employee of PHI or the funding agency, if any.
14. APPLICABILITY TO LOWER-TIER SUBCONTRACTORS AND SUPPLIERS: SUBCONTRACTOR shall require its subcontractors, suppliers, employees, consultants and agents to comply with the applicable provisions of this subcontract.
15. EXCUSABLE DELAY: If SUBCONTRACTOR is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance shall be excused for the period of delay and, if agreed to in writing by the parties, the subcontract shall be extended for a period equivalent to the delay.
16. INTERFERING CONDITIONS: SUBCONTRACTOR agrees to promptly notify PHI of any condition that might interfere with this subcontract. Notification shall not relieve SUBCONTRACTOR of any responsibilities hereunder.
17. COMPLIANCE WITH LAW: SUBCONTRACTOR agrees to comply with all relevant state and federal statutes and regulations.
18. ASSIGNMENT: This subcontract is not assignable by SUBCONTRACTOR without the prior written consent of PHI.
19. SEVERABILITY: If any provision of this subcontract is held in conflict with law, the validity of the remaining provisions shall not be affected.
20. SURVIVAL OF OBLIGATIONS: Expiration or termination of this subcontract shall not extinguish any previously-accrued rights or obligations of the parties.
21. GOVERNING LAW: The validity, construction, and effect of this subcontract shall be governed by the laws of the United States of America and the State of California.



22. CAPTIONS: Captions are for convenience and reference only and are not intended to affect the interpretation of this subcontract.
23. NOTICES: Notices and other communications hereunder are deemed given three business days after the date of mailing by certified mail to the address set forth at the beginning of this agreement.
24. ENTIRE AGREEMENT: This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

For Public Health Institute:

For Subcontractor:

  
\_\_\_\_\_  
Laura Gazarian  
Senior Grants & Contracts Specialist

\_\_\_\_\_

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Goal 1:** The Los Angeles Region of California Project LEAN (CPL) will address the marketing of unhealthy and healthy foods through Local Wellness policies to increase access to healthy foods and beverages.

OBJECTIVES/ KEY ACTIVITIES	RESPONSIBLE PARTY	TIMELINE	TRACKING MEASURES/ OUTCOME MEASURES
<b>I. Identify and train a team of 5-10 youth to address the issue of marketing unhealthy and healthy foods and beverages within local wellness policies.</b>			
A. Identify 5-10 youth to participate as student advocates to assist in addressing the marketing of unhealthy and healthy foods and beverages in high schools.	Shirley Thornton	July–Sept. 2006	Roster of youth advocates
B. Train youth on basics of nutrition, advocacy, and marketing of foods and beverages using CPL resources (Jump Start Teens, Playing the Policy Game, FOR Lessons Learned, and Captive Kids: Selling Obesity at Schools).	Shirley Thornton	Sept.–Dec. 2006	Activity Reports, documentation of trainings

<b>II. Engage youth in determining strategies for addressing marketing of unhealthy and healthy foods and beverages through Local Wellness Policies.</b>			
A. Assist youth in reviewing Local Wellness Policy (LWP) in two school districts and determine if guidelines exist to address the marketing of unhealthy foods and beverages.	Shirley Thornton	Oct.–Dec. 2006	Activity Reports documenting LWP marketing of foods and beverages
B. Involve youth advocates in identifying strategies that address the issue of marketing of unhealthy and healthy foods and beverages in schools. This may include modifying or adding a marketing component to the Local Wellness Policy.	Shirley Thornton	Oct.–Dec. 2006	Activity Reports

OBJECTIVES/ KEY ACTIVITIES	RESPONSIBLE PARTY	TIMELINE	TRACKING MEASURES/ OUTCOME MEASURES
C. Develop an Action Plan outlining strategies to address the marketing of unhealthy and healthy foods and beverages. Action Plan template will be provided by CPL.	Shirley Thornton	Feb. 2007	Action Plan
D. Implement Action Plan	Shirley Thornton	Ongoing	Documentation in Progress Reports

<b>III. Develop a Best Practices Case Study that addresses the marketing of unhealthy and healthy foods and beverages to increase access to healthy foods in schools.</b>			
A. Collect information for a Best Practices Case Study. California Project LEAN will provide a template.	Shirley Thornton	Jan.-April 2007	Best Practices Case Study
B. Write a Best Practices Case Study based on information collected	Shirley Thornton	May-June 2007	Best Practices Case Study

<b>IV. Communicate and disseminate materials addressing the marketing of unhealthy and healthy foods and beverages in schools.</b>			
A. Educate local partners, parents, and community members on the marketing of unhealthy foods and beverages using Captive Kids: Selling Obesity at Schools.	Shirley Thornton Joyce Nakashima	Ongoing	Activity Reports
B. Disseminate materials addressing the marketing of unhealthy foods and beverages.	Shirley Thornton Joyce Nakashima	Ongoing	Activity Report

CONTRACTOR NAME: County of Los Angeles Department of Health Services  
 CONTRACT #

California Project LEAN

Los Angeles

**BUDGET**

For the period July 1, 2006, through June 30, 2007

A. PERSONNEL COSTS

B. FRINGE BENEFITS

C. OPERATING EXPENSE

D. MAJOR OFFICE EQUIPMENT

E. TRAVEL AND PER DIEM

F. SUBCONTRACTS

G. OTHER COSTS

H. INDIRECT COSTS

44-45%  
 % of  
 Personnel  
 Costs

10%  
 of Personnel  
 Costs

Vitamin Settlement 7/1/06-6/30/07	TOTAL
\$ 10,885	\$ 10,885
4,794	\$ 4,794
623	\$ 623
2,130	\$ 2,130
-	\$ -
-	\$ -
-	\$ -
1,568	\$ 1,568
\$ 20,000	\$ 20,000

**TOTAL**

County of Los Angeles  
Vitamin Budget  
7/1/06-6/30/07

PERSONNEL EXPENSE

	NAME	JOB TITLE	SALARY / HOURLY RATE	% FTE or number of hours	TOTAL
1	Joyce Nakashima	Nutritionist II	\$48,319	5%	2,416
2	Shirley Thorton	Staff Analyst, Health	\$76,993	11%	8,469
3					0
4					0
5					0

TOTAL PERSONNEL EXPENSES \$ 10,885

FRINGE BENEFITS (% of Personnel Expenses) 44.0432% IF FRINGE IS % OF TOTAL PERSONNEL, ENTER HERE \$ 4,794

IF FRINGE IS NOT A STRAIGHT CALCULATED PERCENTAGE, ENTER DETAIL		Enter Fringe % OR Fringe Amt	
NAME	JOB TITLE	FRINGE %	FRINGE AMT

OPERATING EXPENSES OR GENERAL EXPENSE \$ 623

EXPENSE	DESCRIPTION	AMOUNT
Office Supplies	General office supplies, color paper, copy paper, pens, pencils, twin pocket folders, binders, printer cartridges, over night express mail service.	623

MAJOR OFFICE EQUIPMENT \$ 2,130

EXPENSE	DESCRIPTION	AMOUNT
Computer equipment	Desktop PC, monitor and software	2,130

TRAVEL AND PER DIEM \$ -

# TRAVELERS	EVENT	# DAYS	ENTER TOTAL FOR ONE TRAVELER				TOTAL
			TOTAL TRANSPORTATION COST (AIRFARE, GROUND TRANSPORTATION, ETC.)	TOTAL LODGING	TOTAL PER DIEM	TOTAL MILES TRAVELED - ALL DAYS	
	Project LEAN Regional Training Mtg						-
							-
							-
							-
							-

SUBCONTRACTS (INCLUDE COPY OF SUBCONTRACT IF \$5,000 OR OVER) \$ -

SUBCONTRACTOR	DESCRIPTION	AMOUNT

OTHER COST \$ -

EXPENSE	DESCRIPTION	AMOUNT

INDIRECT COST (% of Personnel Expenses) 10% \$ 1,568

TOTAL EXPENSE \$ 20,000